

AMENDMENTS TO THE DRAWINGS

Figure 3B of the drawings has been amended. A Replacement Sheet and an Annotated Sheet showing changes made has been attached to this response. No new matter has been added. The drawing amendments are discussed in the remarks to the Office Action.

Attachments: Replacement Sheet

Annotated Sheet Showing Changes

REMARKS

The claims remaining in the present application are Claims 28-32 and 33-52. Claims 47-52 have been added. Claims 28 and 43 have been amended. Claims 33 and 39-42 have been cancelled, without prejudice. The drawings have been amended. No new matter has been added as a result of these amendments.

DRAWINGS

The drawings are objected to as failing to show every feature of the claimed invention. Step 395 of Figure 3B of the drawings has been amended as follows:

Take Appropriate Action; Contact Customer to Resolve Problem (e.g., Product May be Replaced by Valid Configuration Without Re-Approval), etc.

No new matter has been added. Support for the drawing amendment may be found in the instant specification at least at page 19, lines 15-21. Applicants respectfully assert that the objection to the drawings has been overcome.

RULE 105 REQUEST

The requested information of documentation assignee has concerning when the following were first available on its website: order processing/acceptance without re-approval after second validation of

configuration without being conditioned on the second validation occurring within a specific time interval; order processing/acceptance without re-approval after second validation of configuration with being conditioned on the second validation occurring within a specific time interval; and determining and altering the time interval for accepting approval without requiring re-approval of re-validated configurations is not readily available.

35 U.S.C. §103

Claims 28-46 stand rejected under 35 U.S.C. §103 as being unpatentable over "Inside the Cisco Website" (hereinafter, the Cisco reference) in view of the Examiner's affidavit of 3/7/2005 (hereinafter, Examiner's Affidavit) and Bisbee et al. U.S. Patent 6367013 (hereinafter, Bisbee). The rejection is respectfully traversed for the following reasons.

Support for the amendments to Claims 28 and 43 may be found in the instant specification at least at page 18, lines 8-15. No new matter has been added.

Amended Independent Claim 28 recites, in part:

accepting an approval for the order regardless of whether said order is still a valid configuration if less than a pre-determined period of time has expired between said receiving the order and said approval for the order, wherein

said pre-determined time is based on frequency and impact of changes to said rules.

Re-validation

Applicants respectfully assert that the prior art fails to teach or suggest the above limitations. The Applicants have claimed, in combination with the above limitations, a sequence of steps reciting limitations of when re-validation of product configuration is performed and when it is deliberately skipped. The Cisco reference fails to teach or suggest limitations of Claim 28. Applicants respectfully assert that the Cisco reference fails to explicitly teach the claimed sequence of when re-validation of product configuration is performed and when it is deliberately skipped.

Moreover, the Cisco reference teaches that re-validation of product configuration is required with saved configurations in the ordering process. Thus, Applicants respectfully disagree with the rejection's characterization that the Cisco reference teaches that revalidation is an option. In fact, the Cisco reference *teaches away* from the limitations of Claim 28. For example, at the Cisco reference on page 2, 4th interrogatory, the Cisco reference discloses configurations can be saved and called back up. The Cisco reference teaches that when working with saved configurations, "[t]hen you just have to final check to make sure it's still a valid order. Things changes so quickly, and we may obsolete certain software that you have today, so that you still need to revalidate each order."

In contrast, Claim 28 recites that re-validation is not performed in a situation in which a saved configuration is implicitly being used. For example, 28 recites “the first valid product configuration,” which implies that a configuration is being saved in connection with the order. The “accepting an approval for the order” implicitly is connected to this saved configuration via the order. Applicants respectfully assert that the Cisco reference teaches away from accepting an approval for the order regardless of whether said order is still a valid configuration, as claimed.

In re Karlson

Further, the claimed accepting an approval for the order regardless of whether said order is still a valid configuration changes the process; therefore, the remaining elements do not perform the same function as before. Thus, Applicants respectfully assert that the rejection’s reliance on the principal that omission of an element and its function where remaining elements perform the same function as before involves only routine skill in the art is not pertinent (emphasis added).

For example, the re-validation step that the Cisco reference teaches when working with saved configurations could result in a validation failure and thus the process would handle this condition. By the Applicants reciting in Claim 28 accepting an approval for the order regardless of whether said

order is still a valid configuration, an order that would have failed for a technical reason can pass the approval stage. Later the order configuration can be corrected by an individual more suited handle this technical issue than the order approver. Applicants have claimed this result in the steps, “after said determining, receiving a second valid product configuration that complies with said rules with said changes; and maintaining said acceptance of said approval after said receiving the second valid product configuration, wherein processing of said order is completed based on said approval that was received prior to said receiving said second valid configuration.” The Applicants recited limitations do not perform the same function as the Cisco reference. Therefore, the rejection’s reliance on *in re Karlson* is inapposite.

New and Unexpected Result

Moreover, the claimed accepting an approval for the order regardless of whether said order is still a valid configuration is counter to conventional wisdom and non-intuitive. Applicants further respectfully assert that the claimed process of Claim 28 results in new and unexpected result. The process of Claim 28 can avoid delays and possible endless loops. For example, in accordance with the claimed limitations of Claim 28, an order might be validly configured, then approved, then invalidated due to changes in configuration rules, and then reconfigured. No more approval is needed, which avoids delays and possible endless loops.

In contrast, the Cisco reference teaches a process that can suffer delays and possible endless loops. For example, the Cisco reference teaches re-validation when working with saved configurations, which suggests the following scenario. An order could be validly configured and saved, then approved, then invalidated due to changes in configuration rules (possibly invalidated when approved which further complicates the process), then reconfigured, then re-approved, then invalidated again, etc. Thus, either delays or endless loops can form in accordance with the teaching in the Cisco reference.

Cannot Modify the Cisco Reference to Arrive at the Claimed Invention

Applicants have reviewed remaining cited references and respectfully assert that these references do not remedy the deficiencies in the Cisco reference. For example, Applicants note that the Cisco reference teaches away from combining any other reference with the Cisco reference to arrive at the claim limitations of “accepting an approval for the order regardless of whether said order is still a valid configuration” in that the Cisco reference expressly teaches away from any such combination. For example, the Cisco reference teaches on page 2, 4th interrogatory that orders need to be re-validated because things change so quickly. Thus, the Cisco reference actually teaches away from any such combination. Therefore, Claim 28 is respectfully believed to be allowable over the prior art.

Thus, the Examiner's Affidavit and Bisbee do not remedy the deficiency in the Cisco reference with respect to the limitation "accepting an approval for the order regardless of whether said order is still a valid configuration" at least for the reasons discussed in the previous paragraph.

Pre-Determined Time Period

The rejection appears to concede the Cisco reference in view of the Examiner's Affidavit fails to teach or suggest the limitations, "rejecting said order if more than the pre-determined period of time has expired between said receiving the order and the approval and if said first product configuration is invalid." Applicants have amended Claim 28 to recite that the "pre-determined time is based on frequency and impact of changes to said rules."

Applicants respectfully assert that Bisbee fails to remedy the deficiency in the Cisco reference in view of the Examiner's Affidavit. Bisbee may teach that digital signatures have an expiration to limit chances of compromise to the digital signatures (Abstract). Applicants have claimed that the pre-determined time period is based on the frequency and impact of changes to the rules. Bisbee does not teach or suggest the time period is so based, as Bisbee is concerned with limiting chances of compromise to the digital signatures.

Independent Claim 43 comprise similar limitations to those discussed in the response to Claim 28. Therefore, Applicants respectfully submit that Claims 39 and 43 are allowable.

Claims 29-32, 34-38, 40-42 and 44-46 are respectfully believed to be allowable by virtue of their dependency on Claims 28, 39 and 43.

NEW CLAIMS

Claims 47-52 have been added. Support for claims 47-52 may be found at least in Figure 1A, Figure 3A and Figure 3B and associated text in the specification. No new matter has been added.

Claim 47 recites, in part

wherein said vendor web site is further operable to allow order creation by said customer of an incomplete order lacking required order processing information and to electronically transfer said incomplete order to said electronic procurement application provided a product configuration in said incomplete order is valid.

Claim 47 recites that an incomplete order can be transferred from a vendor web site to an electronic procurement application (being executed on a electronic procurement web site). Applicants respectfully assert that the prior art fails to teach or suggest these limitations.

Claims 48-52 are respectfully believed to be allowable at least by virtue of their dependence from Claim 47.

CONCLUSION

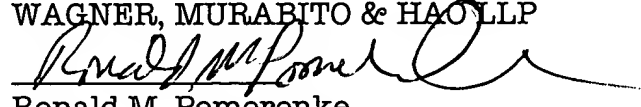
Based on the arguments and amendments presented above, it is respectfully submitted that Claims 28-32 and 33-52 overcome the rejections of record. Therefore, allowance of Claims 28-32 and 33-52 is respectfully solicited.

Applicants respectfully request the Examiner to contact the Applicants' undersigned representative at the below listed telephone number to arraigned a telephonic Examiner interview regarding this response.

Dated: 6/29, 2005

Respectfully submitted,

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Annotated Sheet

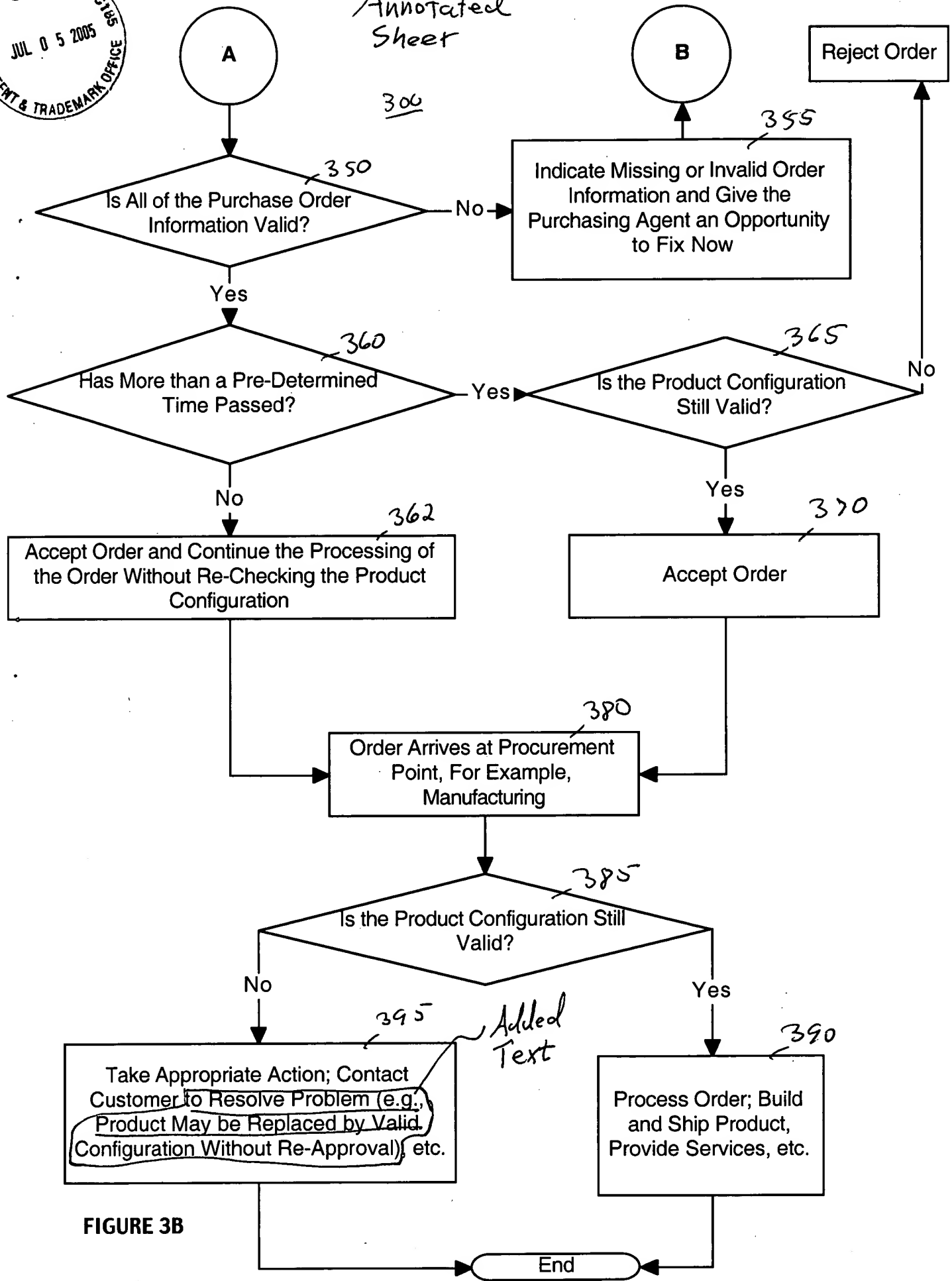


FIGURE 3B